

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
James Daniel Asbury	05/09/2005
Tim O'Brien	05/09/2005
Hanspeter Glatt	05/15/2005
<b>RECEIVING PARTY DATA</b>	
Name:	Intier Automotive Inc.
Street Address:	521 Newpark Boulevard
City:	Newmarket
State/Country:	CANADA
Postal Code:	L3Y 4X7
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11628128
<b>CORRESPONDENCE DATA</b>	
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Email:	lwang@honigman.com
Correspondent Name:	Thomas J. Appledorn
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ATTORNEY DOCKET NUMBER:	209546-108320
NAME OF SUBMITTER:	Thomas J. Appledorn
Total Attachments: 5 source=Assignment 209546-108320#page1.tif	

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**PATENT**  
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## **ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by James Daniel Asbury; Tim O'Brien and Hanspeter Glatt (hereinafter referred to as Assignors), residing at 30080 Cobblestone Court, New Hudson, Michigan 48165; 1321 Corey Cove Lane, White Lake, Michigan 48386 and Bergstr. 13, D-74248 Ellhofen, Germany, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in TWO-PIECE HEAD RESTRAINT and METHOD FOR MAKING SAME, set forth in an application for Letters Patent of the United States, filed as U.S. Serial No.: 60/575,555 filed on May 28, 2004; and

**WHEREAS**, Intier Automotive Inc., a Corporation organized under and pursuant to the laws of Canada having its principal place of business at 521 Newpark Boulevard, Newmarket, Ontario L3Y 4X7, Canada (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

And Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

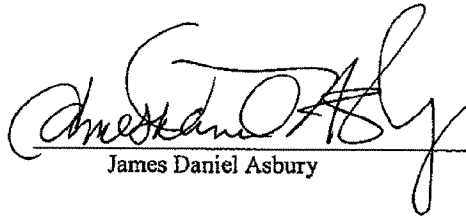
Honigman Miller Schwartz and Cohn LLP

All practitioners at Customer Number 44200

Peter J. Rashid; Reg. No. 39,464

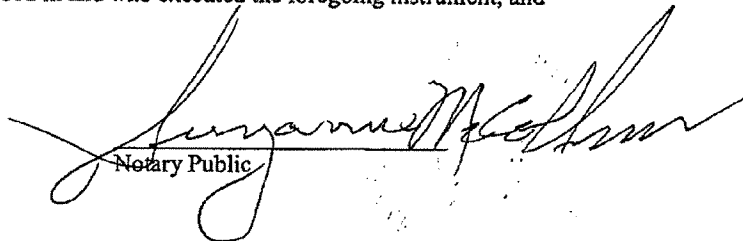
AND Assignors acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: May 9, 2005

  
James Daniel Asbury

United States of America )  
State of Michigan ) ss.:  
County of Oakland )

On this 9<sup>th</sup> day of May, 2005, before me personally came James Daniel Asbury, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

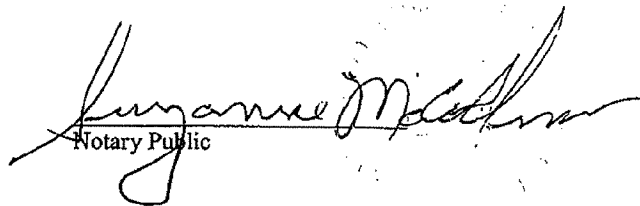
  
Notary Public

Date: 5/9/05

  
\_\_\_\_\_  
Tim O'Brien

United States of America )  
State of Michigan ) ss.:  
County of Oakland )

On this 9<sup>th</sup> day of May, 2005, before me personally came Tim O'Brien, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Hanspeter Glatt

Date: \_\_\_\_\_

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came Hanspeter Glatt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

\_\_\_\_\_  
Notary Public

OAKLAND.938400.1

Date: \_\_\_\_\_

\_\_\_\_\_  
Tim O'Brien

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came Tim O'Brien, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

\_\_\_\_\_  
Notary Public

*Hanspeter Glatt*  
\_\_\_\_\_  
Hanspeter Glatt

Date: May, 15, 2005

United States of America )  
State of Michigan ) ss.:  
County of Oakland )

On this 15<sup>th</sup> day of May, 2005, before me personally came Hanspeter Glatt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Lynne McCallum*  
\_\_\_\_\_  
Notary Public

OAKLAND:938400.1